



## COUNTY OF MADISON, VIRGINIA

### REQUEST FOR TRANSFER STATION OPERATION, WASTE HAULING/DISPOSAL AND RECYCLING SERVICES PROPOSALS

Issue Date: April 15, 2019

Pre-proposal Conference: May 2, 2019, 10:00 AM  
4592 Shelby Road; Rochelle, VA 22738

**Due Date and Time:** **May 17, 2019 at 2:00 PM**  
**302 Thrift Road; Madison, VA 22727**

Anticipated Award Decision Date: May 29, 2019

RFP #: 190415

Issuing Agency: Madison County Administrator's Office  
302 Thrift Road  
P.O. Box 705  
Madison, VA 22727

Procurement Contact: Jack Hobbs, County Administrator  
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#### REQUEST FOR PROPOSALS

- **Transfer Station Operation**
- **Waste Hauling & Disposal**
- **Recycling**

**Madison County** requests proposals from qualified firms willing provide transfer station operation, waste hauling/disposal and recycling services for the County per the procurement documents available at <https://www.madisonco.virginia.gov/rfps>. All proposals are to be delivered in hard copy and digital format per those documents to 302 Thrift Road, Madison, VA 22727 no later than 2:00 PM on May 17, 2019. The procurement of these services shall utilize competitive negotiation.

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## I. General Information & Background

- a. Madison County is located just north of Virginia's geographic center. The County is rural and features the best portion of the Piedmont's environment below the backdrop of the magnificent Blue Ridge Mountains. The County contains 327 square miles and had a 2016 population of approximately 13,078.
- b. The contract for the operation of the County's solid waste transfer station, recycling, hauling and disposal program expires on June 30, 2019. A copy of the current contract can be found at [https://www.madisonco.virginia.gov/sites/default/files/fileattachments/transfer\\_station\\_amp\\_recycling/page/2947/solid\\_waste\\_transfer\\_station\\_contract\\_with\\_waste\\_management\\_effective\\_as\\_of\\_december\\_31\\_2018.pdf](https://www.madisonco.virginia.gov/sites/default/files/fileattachments/transfer_station_amp_recycling/page/2947/solid_waste_transfer_station_contract_with_waste_management_effective_as_of_december_31_2018.pdf).

A description of the County's solid waste management system can be found at : [https://www.madisonco.virginia.gov/sites/default/files/fileattachments/transfer\\_station\\_amp\\_recycling/page/2947/solid\\_waste\\_transfer\\_station\\_-\\_municipal\\_solid\\_waste\\_system\\_review\\_study\\_delivered\\_181228.pdf](https://www.madisonco.virginia.gov/sites/default/files/fileattachments/transfer_station_amp_recycling/page/2947/solid_waste_transfer_station_-_municipal_solid_waste_system_review_study_delivered_181228.pdf). The information in that December 2018 document is the most current available at this time. It is provided for informational purposes only, and should not be interpreted as a guarantee of work (or a solid waste quantity) to be provided under the resulting contract. The County offers no such guarantee.

Supplementary information is available on the County's web site at <https://www.madisonco.virginia.gov/transferstationrecycling>.

Following is the County's annual budget for these services for fiscal year that ends on June 30, 2019:

Hauling	\$111,000
Hauling contract fuel surcharges	6,500
Transfer station operation	182,530
Disposal charges	<u>131,000</u>
	\$431,030

- c. The purpose of this Request for Proposals (RFP) is to procure one or more qualified Contractors that will provide services involving operation of the municipal solid waste (MSW) transfer station site, recycling and transportation/disposal of Madison County's solid waste in accordance with the terms, conditions and specification contained herein. The successful Offeror shall be responsible to provide personnel, materials, equipment, expertise and any other associated resources required to perform the services outlined herein. This solicitation is issued for the County by the Madison County Purchasing Agent on behalf of the County of Madison, a political subdivision of the Commonwealth of Virginia, hereinafter sometimes referred to for convenience as "County".
- d. Although a single contractor has provided these services for many years, the County understands that there may be efficiencies in having separate contracts for the various elements of its MSW program. The County would prefer to outsource all portions and would provide the services on an in-house basis only if outsourcing is not economically viable as determined in the County's sole discretion. Unless clearly and explicitly explained, there would be no changes that would be apparent to current users of the transfer station after June 30, 2019.
  1. Operation of the transfer station includes monitoring and controlling the inflow of solid waste, the gate house/weigh in-weigh out program, directing traffic to the various unloading points, managing and cleaning the tipping floor, site maintenance (grass, litter, etc.), and monitoring the "share shed" facility. The existing transfer station facility will be utilized and

the County will hold the required DEQ permit for that operation. The Contractor will be responsible for providing licensed and otherwise qualified individuals to operate the site, machinery and tools as required (such as a front end loader/backhoe to clean the tipping floor and compact solid waste inside the trailers) and other resources as may be required. Remuneration to the Contractor will be on a monthly, lump sum basis.

2. Recycling includes the collection of single stream/comingled recyclables into a trailer at existing Transfer Station location, management of the metal/white goods deposit areas and moving all recyclable material to markets. Remuneration, to either the County or Contractor, is to be on a monthly basis.
  3. Hauling/disposal involves moving non-recyclable MSW that is collected at the transfer station to a permitted disposal facility. Remuneration to the Contractor will be on a per ton basis with billing occurring not more than once per month.
- e. For ease of reference, each organization submitting a response to the Request for Proposal will hereinafter sometimes be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter sometimes be referred to as a "Contractor".
  - f. The contents of the proposal submitted by the successful Offeror, this RFP (including general and special terms and conditions) and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful Contractor(s) will be required to sign a contract with the County for the services to be provided.
  - g. Optional Pre-Proposal Conference: A non-mandatory pre-proposal conference will be held at the time and location listed on the cover page. The purpose of this conference is to allow Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance is not mandatory, Offerors are encouraged to attend or send a representative. Potential Offerors are to bring a copy of this solicitation with them; any changes resulting from this conference will be issued as a written addendum to the solicitation. Statements made or information discussed during the pre-proposal conference shall not be considered binding.

## II. Scope of Work

### a. Transfer Station Operations

The transfer station contractor will operate the County's Shelby Road MSW transfer station as described in this section. The configuration of the transfer operation involves placing MSW and recyclables in open top trailers, relocating trailers as-needed, and providing all labor, equipment (including scale operations) and supplies necessary to manage the transfer operation in accordance with the following standards:

#### 1. Acceptable Waste

- a. County retains sole authority to allow or deny access, as well as all waste deliveries, to its transfer station.
- b. Only waste generated within Madison County will be accepted at the transfer station unless the transfer of non-County waste has been authorized in writing by Madison County.
- c. The County accepts Municipal Solid Waste, Construction Demolition Waste, Agricultural Waste and similar wastes, as defined by the Virginia Solid Waste Management Regulations, authorized under its operating permit, and approved by responsible County staff. Except in unusual circumstances, the County does not accept animal remains and carcasses, hazardous material or liquids of any kind.
- d. Large tires and other irregular items will be periodically received. Contractor shall provide information concerning handling, and any limitations or fees, to the transfer station user.
- e. Contractor shall develop and implement a program whereby it will deliver information concerning handling, limitations and fees for all items in the Contractor-managed waste stream.

#### 2. Gatehouse/Scalehouse Operation

- a. Contractor shall provide staffing and man the gatehouse/scalehouse 100% of the time the transfer station is "open for business".
- b. Contractor shall be responsible for monitoring incoming waste for acceptability. If any unacceptable waste or other irregular item is received, it shall be the Contractor's responsibility to appropriately dispose of such at his sole expense.
- c. Contractor will provide to County scale certification documentation on a semi-annual basis, and Virginia Weights and Measures certification as provided by that entity.
- d. Hauling/disposal and recycling contractor vehicles and transfer trailers shall be weighed by Contractor inbound and outbound on certified scales to verify appropriate highway weights and as a weight comparison at the disposal facility.
- e. It is anticipated that the transfer station operation contractor shall have use of the existing scale; video cameras and recording security system; the existing shed; and historical digital information such as tare weights and hang-tag holders. **The transfer station operation contractor shall be responsible for providing weighing/billing software system.** The current contractor uses proprietary "Fastlane".

#### 3. Recordkeeping

- a. Contractor shall keep daily records of incoming and outgoing vehicle weights, outgoing tonnage, time and number of transfer vehicles processed, and any unusual incidents or accidents.
- b. The Contractor shall provide (incoming) disposal transaction tickets to the County each week as a basis to justify the calculation of invoices the County sends to account holders.
- c. The Contractor shall provide (incoming empty and outgoing loaded) tickets to the County to support the recycling and/or hauling/disposal contractor's billing to the County for the respective services provided.
- d. Transaction tickets shall be provided to the County at least weekly and immediately upon demand.

#### 4. Tipping Floor Management

- a. Contractor will be responsible for any damage to the recycling and/or hauling/disposal contractor's trailers that result from Contractor's actions in monitoring the loading of waste

or recyclables or relocating trailers. This excludes damage resulting from normal wear and tear of the equipment. The Contractor shall **immediately** notify the County of such damage prior to leaving the Facility. Failure to report such damage will result in rejection of damage claim.

- b. The tipping floor and driveways shall be maintained as free and clear from MSW and other items so as to prevent limitations or time delays by facility users. Note that this typically requires a front-end loader.
- c. Reliable equipment and machinery shall be provided by the Contractor. In the event of equipment failure, Contractor shall provide an immediate replacement so as to prevent disruption or interruption of service. For example, if the front end loader/backhoe breaks down, Contractor shall immediately arrange for a substitute unit to be delivered to the site within 4 hours.

5. Site Management

- a. Contractor will provide a yard truck for use in jockeying hauling and recycling contractor(s) trailers.
- b. Adequate full and empty trailer storage capacity must be maintained and managed in coordination with the recycling and hauling/disposal contractors. The Contractor will operate transfer facility and jockey loaded and unloaded trailers provided by the recycling and hauling/disposal contractors as required. The Contractor will support efforts to achieve fully loaded trailers and efficient hauling weights.
- c. Contractor shall fund and effect routine maintenance of the property, including grounds, gatehouse/scalehouse and transfer station building. The County shall fund heavy maintenance following acceptance of Contractor's recommendations.
- d. Contractor shall be responsible for mowing/weed eating and litter pickup for all areas inside the gated/fenced area except for the old landfill. Contractor shall be responsible for plowing snow so as to make the site accessible on inclement weather days.
- e. Contractor shall monitor the wood waste area and keep the brush pile "pushed up" so as to maintain good access to the dumping area. The County plans to provide for wood waste grinding and removal via a separate procurement process.
- f. The County will provide and maintain all waste regulation and traffic signage at the Shelby Road transfer station site.
- g. Contractor shall notify the County of any unusual incidents, which include but are not limited to, fires, injuries, chemical spills and vehicular accidents.

6. Contractor Personnel

- a. Contractor will provide an individual on-site that possesses a Class 1 Operator License during all times the transfer station is in operation.
- b. Contractor shall only use personnel trained in the operation of the equipment it utilizes. All equipment and vehicles shall be operational and properly licensed and personnel adequately trained in the operation of such.

7. Reduction in Fees

Failure to meet transfer station operation specifications may result in reduced fees paid to Contractor. For example, if a properly licensed operator is not provided, the County may deduct 5% of the transfer station operation fee by Contractor to the County; or, if appropriate reports are not provided on time, the County's cost of generating such may be assessed to the Contractor via deduction of fees.

**b. Recycling**

- 1. The Contractor will provide solid waste recycling services including on-site collection containers and hauling to a processor, negotiating contracts for the sale of recycled materials and receiving all monies therefore.
- 2. The method of collection and types of materials that would be recycled shall be included in the

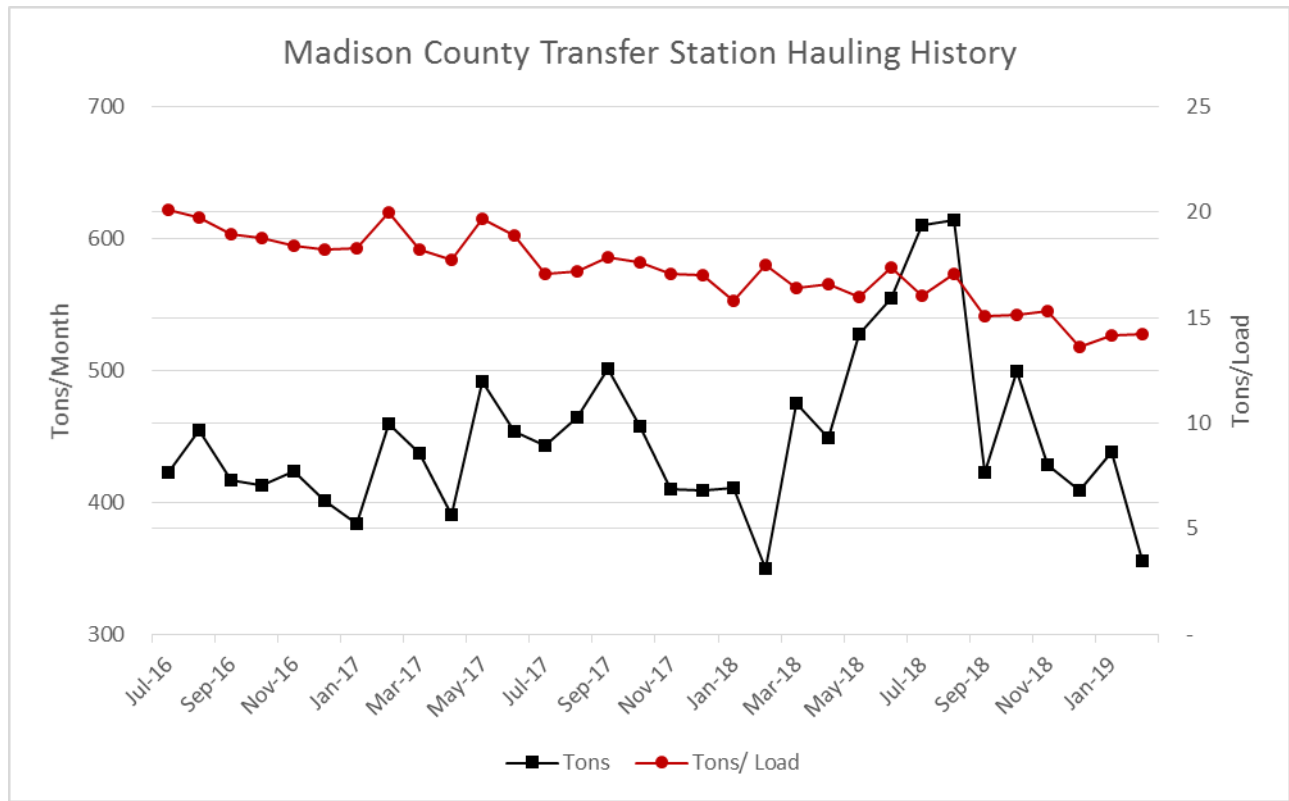
proposal. Recycling of bulk/white good metal should be addressed.

3. The County will, on an as needed basis, arrange for the green waste to be chipped at the County's expense. The chipped waste will then be offered for reuse facilitated by the Contractor.
4. The Contractor shall take the lead in providing a mutually acceptable baseline market value recyclable material as of the first day of the agreement. Should the market for any recyclable material change significantly, the County and Contractor shall negotiate a reasonable adjustment to the contract.

**c. Waste Transportation and Disposal**

1. Contractor shall provide enough transport trailers to accommodate uninterrupted waste deposition by users. Spare trailers will be provided to ensure adequate waste collection capacity without additional cost to County.
2. Except for closed days, Contractor shall remove waste from the transfer facility on a daily basis unless an alternative schedule is mutually acceptable by Contractor and County. Contractor will manage empty and full transfer trailers as necessary to efficiently maintain trailer storage capacity at the transfer station facility.
3. The Contractor shall provide all labor, personnel, materials, equipment, tools, transportation and supervision necessary for waste transportation services from the transfer station to a permitted facility and disposal of the same. Transport vehicles and waste handling equipment shall be compatible with the County's transfer station design and operational capability as well as those at the disposal site.
4. Contractor's vehicles and transfer trailers will be individually and clearly identified by the Contractor with decals or paint at no cost to the County. Such markings must be readily visible from both sides and the rear.
5. All transport vehicles shall be non-leaking. Spillage of liquids from vehicles, whether at the transfer station site or on public roads, will be considered unacceptable performance. The Contractor shall keep all waste transport vehicles in proper working order, to include acceptable ratings on all required safety inspections.
6. Access to the transfer station facility shall be coordinated with the transfer station operator. Conflicts shall be resolved by the County in its sole discretion.
7. With advance notice to Contractor, County may deliver waste to the disposal facility directly or utilize another hauling contractor at the contract disposal rate. Transportation charges would not be incurred in this instance.
8. Contractor shall have available primary and secondary disposal site(s) that at a minimum are fully permitted and meet EPA Subtitle D standards. However, the County maintains sole discretion as to disposal location to be primarily determined by the lowest combined hauling and disposal cost.
9. Contractor shall bear full responsibility for its work and every part thereof, all materials, tools, equipment, appliances and property associated with this contract and its performance. The Contractor assumes all risk of and liability for direct and indirect damage or injury to the property or person used or employed on, or in connection with, the work contracted for and of all damage or injury to any persons or properties wherever located, resulting from any action, omission, commission or operation under this transportation and disposal service contract.
10. Hauling and disposal rates will be on a per ton basis but upon Contractor request, County will consider a comparable volume fee schedule for transportation services after stable hauling

operations have been achieved. The historical monthly average of 17 tons/load and the current hauling system is to be assumed, but expectations on net trailer weight should be clearly explained by transport/disposal proposers in a form that can be imposed on the transfer station operator.



#### d. Specific Contract Provisions

Contracts awarded pursuant to this request for proposals will include the following provisions:

1. Term and Extensions.
  - a. The initial term of this Agreement shall be five (5) years from July 1, 2019 with three renewals of five (5) years for each renewal. Each renewal shall be made by written document signed by the parties hereto.
  - b. All funds for payments by County under this Agreement are subject to the availability of an annual appropriation for this purpose by the Board of Supervisors of Madison County, Virginia. In the event of nonappropriation of funds by the Board of Supervisors of Madison County, Virginia, for the services provided under this Agreement, County shall give Contractor three (3) months advance written notice of termination and then terminate this Agreement on the last day of the then current fiscal year without termination charge or other liability to County
2. Meetings. At least monthly, Contractor shall send representatives, including the Transfer Station Supervisor, to an operations meeting with a County liaison designated by the County Administrator. The purpose of the meeting shall be to discuss and resolve any problems encountered during the operation of the Transfer Station and to inspect the Transfer Station to insure that Contractor is meeting the requirements of this Agreement.
3. Reports. The Contractor shall provide monthly reports including but not limited to materials received, recycling marketed, monies received, tonnages and loads of trash sent for land



filling, safety reviews and training. Certified scale receipts and a camera will verify the transactions.

4. County-Funded Maintenance. The County will continue to pay electric, all closed landfill costs, and chipping of wood waste as needed.
5. Notice of Shift to In-House Operation.
  - a. Should the County elect to take over "Operations & Management of the Facility" the County shall provide the Contractor at least 60 day notice and will assume all the Contractor's responsibility of operating the facility. Once the County has taken over the fee paid for this service will terminate.
  - b. Should the County elect to take back only the "Scale Operations" the Parties will negotiate a mutually acceptable adjusted rate. The County shall provide the Contractor at least 60 day notice and will assume all the Contractor's responsibility of operating the Scale. Once the County has taken over the agreed upon fee paid for this service will adjust accordingly.
6. Weighing of Acceptable Waste and Recyclable Waste. Contractor shall provide and use certified scales for the weighing of all Acceptable Waste and Recyclable Waste at the Transfer Station. Contractor shall also use certified scales for the weighing of all Acceptable Waste and Recyclable Waste at the Disposal Site. Contractor shall use commercially reasonable efforts to maximize by volume or maximum legal weight each load of Acceptable Waste transported to the Disposal Site. Contractor shall deliver to County with each request for payment copies of all documents used to establish the weight of Acceptable Waste and Recyclable Waste at both the Transfer Station and the Disposal Site. Contractor shall keep at the Transfer Station accurate books and records on the weight of Acceptable Waste and Recyclable Waste, and County shall have access to said books and records at any reasonable time. Contractor shall provide scale certifications each 6 months.
7. Operation of Transfer Station. Contractor shall operate the Transfer Station in accordance with the Madison county Solid Waste Ordinance (adopted June 18, 1997 – available on the County's web site) and all applicable regulations and laws. Contractor shall accept at the Transfer Station only Acceptable Waste from property located in Madison County, Virginia, as specified in the Ordinance. Contractor shall accept no other waste during transportation of Acceptable Waste and Recyclable Waste from the Transfer Station to the Disposal Site. Contractor shall report any violations of the Madison county Solid Waste ordinance or applicable regulations and laws to the County within 24 hours of the time when contractor becomes aware of such violation. If County sets tipping fees for Acceptable Waste, Contractor shall collect such tipping fees and pay such tipping fees to County.
8. Hours of Operation.
  - a. The transfer facility will operate during the hours of 8:30 AM to 5:00 PM Monday, Tuesday, Thursday and Friday and 8:30 AM-4:00 PM on Saturday. The facility is closed on Wednesday and Sunday.
  - b. The transfer station is presently closed during the following holidays but this schedule is subject to change at the County's sole discretion:
    - New Years Day
    - Memorial Day
    - Independence Day
    - Labor Day
    - Thanksgiving Day

- Christmas Day
- c. The facility may be closed infrequently due to severe weather or other bona fide reason at the sole discretion of Madison County.
- d. The Contractor may open the facility for use at hours above and beyond those articulated above, but if the facility is open it shall be fully staffed. Preference shall not be given to any individual or business utilizing the facility.
- e. The County anticipates that Wednesday and Sunday use of the transfer facility will be limited to County waste streams only, and Contractor-provided transportation services infrequent. However, adequate trailer storage capacity must be maintained on Sunday, and Contractor services may be required to provide waste storage capacity by providing additional trailers if needed.
- f. In the event of additional operating hours for an emergency, County and Contractor agree to negotiate an appropriate payment by County to reimburse Contractor for its additional operating costs for such emergency.

#### **e. General Contract Provisions**

Contracts awarded pursuant to this request for proposals will include the following provisions:

1. Price Adjustments. On July 1 of each year during the term of this agreement, including any year during a renewal period, all costs shall be adjusted by the Consumer Price Index for Urban Wage Earners and Clerical Workers (South, CWUR0300SA0) between the December two calendar years prior and the December of the immediately prior year.
2. General Responsibilities. The Contractor will manage the complete transfer & recycling center site. This includes but is not limited to the facility entrance/exit gate, scale and scale house, regular facility maintenance, transfer station leachate collection and disposal generated during the term of the contract (but not the landfill leachate) and loading all trailers to maximum legal limit. The County will not have any personal regularly on the site.
3. Access. Throughout the term of this Agreement, Contractor shall provide reasonable access to county employees and agents for the purpose of monitoring the Contractor's performance.
4. Fees Collected by Contractor. The County will annually set fees for deposition of waste at the transfer station and Contractor will collect fees in accordance with this schedule. All monies will be collected with adequate financial controls and the County will be provided monthly reports. All payments received will be transferred to the Madison County Treasurer at 414 N. Main Street and shall be hand delivered by the contractor weekly. The County will approve accounts to be invoiced on a monthly basis, and the County shall prepare and mail to invoices to said customers. The County will be responsible for collection and will on a monthly basis advise the Contractor of all payments received in order to update monthly invoices and or statements.
5. Compliance with Regulations. The Contractor will be responsible for all DEQ compliance and inspections required under the station license and will insure a licensed Waste Management Facility Operator, Class I is on site.
6. Permits. Contractor is responsible for complying with the County's "permit by rule" for the operation of the Transfer Station and the transportation of Acceptable Waste to the Disposal Site and meeting all other permits and approvals required by EPA regulations and

DEQ regulations and guidelines. The operating permit for the operation of the Transfer Station is held by the County but includes terms and conditions required of the Contractor. Contractor shall operate the Transfer Station and shall load vehicles for the transportation of the Acceptable Waste in accordance with the terms of said permits. Contractor shall be fully responsible for the proper loading of said vehicles and for assuring compliance with all weight restrictions in connection with transportation of Acceptable Waste.

7. Use of Facilities. Contractor agrees that it will accept, process, transport and dispose of all Acceptable Waste. Contractor shall provide all labor, equipment and vehicles necessary to transport and dispose of all Acceptable Waste.
8. Audit. Contractor agrees to maintain all books, records and other documents relative to this Agreement for five (5) years, or until audited by County, whichever is sooner. County and its representatives shall have access to all applicable books and records regarding the services performed hereunder during normal business hours and in the presence of a representative of Contractor.
9. Reports.
  - a. Contractor shall submit to County monthly reports on the tonnage of Acceptable Waste and quarterly reports on the tonnage of Recyclable Waste. These reports shall include the tonnage at both the Transfer Station and the Disposal Site. Contractor shall submit these reports to County with its related request for payment.
  - b. Contractor shall also submit to County monthly operational reports containing, but not limited to the following, operational information : scheduled operating days, shutdown days, accidents, changes in operations, type and quantity of waste material accepted, transferred and disposed, type and quantity of recycled or diverted from disposal, anticipated operating schedule for the following month, copies all correspondence to and from governmental agencies, and other records and data reasonable request by County.
  - c. Prior to January 15 of each year, Contractor shall provide to the County a report for the preceding calendar year along with recommendations for operational changes.
10. Service Fees. Service fees to be charged by Contractor to County for operation and maintenance of the Transfer Station, recycling program and/or transportation of municipal solid waste and solid waste proposal pursuant to this Agreement is set forth on an exhibit attached hereto and made a part hereof. In addition to said fees, Contractor shall be entitled to charge County for any surcharge, tax or fee imposed by any governmental body or authority upon Contractor in connection with the transportation, processing or disposal of waste if such surcharge, tax or fee was not imposed on the collection, transport, processing or disposal of waste as of the date hereof. Any surcharge so imposed shall be documented by Contractor to County.
11. Payment. Service Fees shall be charged to the County on monthly basis with invoices for the first through the last day of the calendar month. Payment of invoices submitted to County shall be due to Contractor thirty (30) days from receipt of the invoices. County shall pay Contractor interest on the unpaid amount at the rate of twelve percent (12%) per annum on any balance not paid when due.
12. Measurement of Waste. County agrees that Contractor shall weigh Acceptable Waste at the Disposal Site to which Contractor transports such waste, and both parties shall rely upon such weight measurement to determine of the amount Acceptable Waste received and disposed of by Contractor. Only Acceptable Waste from the Transfer Station shall be

transported by Contractor to the Disposal Site so that only such waste from Madison County, Virginia, is weighted and charged to County. A copy of each weight ticket used by Contractor to determine the amount due from County shall be provided to County as an attachment to each invoice submitted by Contractor to County for payment. In addition, a copy of each weight ticket for the measurement of Acceptable Waste at the Transfer Station shall be provided to County as an attachment to each invoice submitted by Contractor to County for payment.

13. Title to Waste. Title to solid waste and recyclable material shall pass to the transfer station contractor upon receipt of such waste once it is accepted at the scale house into the transfer station. Title to solid waste and recyclable shall pass to the respective hauler when the filled truck is moved from the loading position to a pre-transport moorage location.
14. Insurance.
  - a. Insurance sufficient to protect contractor, County and the public. Proof of all insurance shall be furnished by Contractor to County by certificates of insurance showing County as an additional insured. Such certificates shall be kept up to date and show current insurance of Contractor. Such insurance shall have a minimum cancellation time of thirty (30) days, said time to commence after delivery of written notice of cancellation to County at the address shown herein.
  - b. Contractor shall carry with a company authorized to transact business in the Commonwealth of Virginia, an insurance policy fulfilling all requirements of the Workers' Compensation Act of said Commonwealth.
  - c. Insurance in the amounts specified in Appendix E shall be required.
  - d. County reserves the right to review the aforesaid coverage for a possible revision. In the event County upon such review elects to increase the insurance coverage, County shall pay to Contractor any premium increase for such additional insurance coverage.
15. Indemnification.
  - a. Contractor covenants to save, defend, keep harmless and indemnify County and all its agents and employees from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charge, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's negligent or grossly negligent performance or nonperformance of its work or obligations under this Agreement.
  - b. If County is not in default hereunder, Contractor shall also indemnify County from liability, including all court costs and legal fees, with regard to environmental impairment and remedial actions of any nature, including but not limited to those under CERCLA, which may be required at the Transfer Station and/or Disposal Site or from any accidents or spills during the transportation of waste from the Transfer Station.
16. Liens and Encumbrances.
  - a. Contractor shall, at its expense, (i) discharge of record any valid liens of any sort including, without limitation, laborers' liens, mechanics' liens, materialmen's liens and vendors' liens that attach to the Transfer Station arising out of the activities of the Contractor under this Agreement and (ii) indemnify County for any injury or expenses, including reasonable fees and expenses of attorneys, incurred by County due to the filing of any such lien or Contractor's failure to have such lien discharged.
  - b. If Contractor allows any indebtedness or lien with regard to the Transfer Station to accrue to subcontractors, vendors or other third parties and fails to pay or discharge the same within ten (10) working days after demand by County, the County may withhold an amount

equal to the amount of such claim from any sum due Contractor under this Agreement until such indebtedness or lien is paid by Contractor, or released by bond or otherwise if Contractor disputes such claim. County may, but is not obligated to, apply such withheld sum toward the discharge of any claim if Contractor fails by payment bond or otherwise to cause the release of any lien against the Transfer Station.

- c. After the first request for payment, Contractor shall submit to County, with each subsequent request for payment a waiver of mechanics' liens executed by it and all subcontractors and materialmen for that portion of the Work that has been paid by County.

17. Employment Discrimination By Contractor Prohibited. During the performance of this Agreement, contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin, except where religion, sex, age, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purposes of meeting the requirements of this section.
- d. Contractor will comply with the provisions of Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- e. Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

18. Termination for Cause of Contractor.

- a. This Agreement shall remain in force for the term hereof; however, County will have the right to terminate this Agreement sooner if Contractor has failed to perform satisfactorily its obligations as set forth herein. In the event the County decides to terminate this Agreement for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days advance written notice. Such fifteen (15) day period will begin upon receipt of notice by Contractor from county. Contractor shall have the right to cure the failure to perform satisfactorily within the fifteen (15) day period specified in the notice. If the Contractor cures the failure to perform satisfactorily within that period, or if the default is of such a nature that it cannot be cured within such period but Contractor is proceeding with due diligence to effectuate a cure, the termination shall not take effect. If Contractor fails to cure the default within the fifteen (15) day period specified in the notice, this Agreement will be terminated, but Contractor will be entitled to receive compensation for all services satisfactorily performed by Contractor and allocable to this Agreement prior to such termination, less any damages or offsets for expenses incurred by County due to the Contractor's failure to perform or neglect of its obligations under this Agreement.
- b. Except as otherwise directed, Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

- c. In the event any termination for cause of contractor shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience of County.
19. Termination for Convenience of County. This Agreement may be terminated by County in whole or in part if County shall determine that such termination is in County's best interest or County shall fail to appropriate funds for service to County by Contractor. Any such termination shall be effected by the delivery to Contractor of a written notice at least three (3) months before the date of termination, specifying to the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination for convenience, Contractor shall continue the work until the date of termination specified in the notice as directed by County, make arrangements for the transfer of any remaining work to another party, make arrangements to transfer all documentation and paperwork for terminated work to County, and make arrangements to terminate all vendors and subcontractors and settle all outstanding liabilities and claims all as directed by County.
20. Termination for Cause of County. This Agreement shall remain in force for the term hereof, however, Contractor will have the right to terminate this Agreement sooner if County has failed to perform satisfactorily its obligations as set forth herein. In the event Contractor decides to terminate this Agreement for failure to perform satisfactorily, Contractor will give County at least forty-five (45) days advance written notice. Such 45 day period will begin upon receipt of notice by County from Contractor. County shall have the right to cure the failure to perform satisfactorily within the forth-five (45) day period specified in the notice. If County cures the failure to perform satisfactorily within the period or if the default is of such nature that it cannot be cured within such period but County is proceeding with due diligence to effectuate a cure, the termination shall not If County fails to cure the default within take effect, the forty-five (45) day period specified in the notice, this Agreement will be terminated.
21. Safety.
- a. Contractor shall ensure that Contractor's personnel and subcontracted personnel comply with all current applicable local, state and federal policies, regulations and standards related to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for general industry. Contractor shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to perform safely the work specified by Contractor and its subcontractor(s). Contractor shall provide suitable operating and safety training for all persons performing work on the site.
  - b. Contractor shall identify to the County Administrator at least one (1) on-site person who is the Contractor' s competent, qualified, authorized person on the work site and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified, authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of Contractor's personnel from the work site.
22. Subcontracting of Work. Contractor shall not subcontract portions of the Work or "sell" its contract with the County without the written consent of County. A description of any portion

of the Work that Contractor proposes to subcontract along with the name and address of the individual, firm, or corporation that is the proposed subcontractor shall be submitted to County for review and approval. All work performed by the subcontractor shall be coordinated by Contractor, and Contractor will be responsible to County for all work performed by any subcontractor.

23. Independent Contractor. Contractor is an independent contractor and nothing contained in this Agreement shall constitute or designate Contractor or any of its agents or employees as agents or employees of County.
24. Change Order. Written notice of Contractor's intention to file any claim for money or other relief based upon additions or changes to the Work shall be given by Contractor to County within ten (10) days after the occurrence of the event giving rise to the claim, and before proceeding with the work upon which the claim is based. Such written notice shall include an estimate of additional costs, number of days of delay, or other description of the nature of the claim. In the event of a claim relating to an emergency endangering life or property, written notice shall be given by Contractor to County within five (5) days of the occurrence or after commencement of the work, if additional work is required. Except in the case of an emergency as set forth above, all additions or changes to the Work shall be made by written change order signed by Contractor and county. All claims by Contractor for money or other relief relating to construction of the Transfer Station shall be submitted in writing to the County Administrator prior to final payment thereof.
25. Delivery. All goods are purchased FOB point of delivery in Madison County, Virginia. All costs for handling and transportation charges to the designated point of delivery shall be borne by Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.
26. Cleaning Up. Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from the site to the extent they are the result of Contractor's operations so that the site of the Work shall present a neat, orderly, and businesslike manner at all times.
27. Ethics in Public Contracting. This Agreement incorporate by reference any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interest Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
28. Liability. Neither Contractor nor County will be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to fires, "Act of God," or other causes beyond the control of Contractor or County. In the event of a strike, Contractor shall use its best efforts to perform the services set forth herein.
29. Jurisdiction. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia. Venue for any litigation with respect to this

Agreement shall be in Madison County, Virginia. The parties agree that no dispute under this Agreement shall be subject to arbitration or mediation without the consent of all parties. The parties agree to waive the right to a trial by jury.

30. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be modified, altered, changed or amended in any respect unless in writing and signed by each party hereto .
31. Public Function. This is an Agreement for the performance of specific services described herein, and the transportation services by Contractor in accordance with this Agreement shall not be deemed a public function.
32. Severability. If any declared term, clause or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement, or the application of such term, clause or provision to persons or circumstances other than those to which it is held illegal, invalid or unenforceable, shall not be affected thereby; and it is also the intention of the parties hereto that in lieu of each term, clause or provision that is illegal, invalid or unenforceable, there be added as part of the Agreement a term, clause or provision as similar in terms to such illegal, invalid or unenforceable term, clause or provision as may be possible and be legal, valid and enforceable . The covenants terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and approved assigns of the respective parties . All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, address as follows:

To the County:  
County Administrator of Madison County,  
302 Thrift Road  
Madison, Virginia 22727

To the Contractor

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### III. Contractor Qualifications

Offerors shall demonstrate that they are qualified, have adequate management depth and financial capacity and are otherwise able to provide services proposed at a satisfactory level. As such, the following information is to be supplied with each Offeror's proposal:

- a. Lists of each Virginia local government or comparable Virginia entity with which the Offeror (a) has been in a contract with in since January 1, 2016 for services similar to those proposed, a summary of the services provided, and the expected duration of such contract(s) and (b) the reason for contract termination(s), if any, that occurred during that period or are expected to occur before December 31, 2019.
- b. The names, qualifications and contact information (cell phone numbers and email addresses) of the staff that will be assigned to the County's contract and the firm's approach to ensuring quality control and provision of good services for the duration of the contract. The Offeror shall:
  1. Clearly and specifically describe the plan or methodology to be used to provide the services and any services in addition to those specified herein which are included in the proposal.
  2. Be responsible for clearly describing the customer service skills, training, licensing levels and abilities of its staff.
- c. A brief narrative of the Offeror's experience, qualifications, abilities and capabilities to successfully provide services to the County in a businesslike and professional manner. If subcontractors will be used, they should be identified and their qualifications included in the proposal response. The narrative should provide the following information.
  1. Describe in detail the services the Offeror will provide, including staffing alignment, equipment, operating schedules and any other information necessary to fully explain the level of service proposed. Include a review of how the schedule and availability of the transfer station site and disposal site will be coordinated with the hauling schedule.
  2. Describe the proposed primary disposal site and backup disposal site, providing specific location, name, permit number and a statement addressing each site's ability to provide disposal services to the County for the contract period.
  3. Written documentation from an officer or manager of the disposal site, that the disposal site will accept the County's waste. Non-binding commitments, verbal or written, or potential commitments, will not be considered and may disqualify the proposal.
  4. Details on any proposed "piggy-back" transfer options (i.e. if the Offeror proposes to transfer non-County generated waste collected by the Offeror through the County's Facility) and the benefit the County will derive from that operation. An explanation of how non-County refuse will be segregated from County MSW, will be required so the County will be able to analyze cost control and risk management factors.
  5. Statement of the financial assurance requirements of the State within which the primary disposal site and backup disposal site is located and how each facility meets those requirements.
  6. List of any and all subcontractors the Offeror may utilize in fulfilling the requirements of this contract. Offerors shall be advised that the County does not accept any subcontractor mark-up proposals as part of this process.
- d. Transportation Services: Offerors for the recycling and hauling/disposal components shall indicate the companies (or divisions within their company) they would utilize for transportation services if awarded a contract, in this section of their proposal response. Transportation service information shall include, at a minimum:
  - Company Name
  - Company Address (both corporate and local if applicable)
  - References of at least three (3) transportation service contracts of similar scope and size
  - Complete list of company's tractor-trailer fleet including Quantity and Make/Model year of Trucks and Quantity and Make/Model year/Age of Trailers
  - Evidence of routine preventative maintenance of fleet/all vehicles

- e. Disposal Services: Offerors shall indicate the following information for Primary, Secondary and any other Disposal Facilities proposed for utilization in the resulting contract:
- Facility Name, Address, and Permit #
  - References of at least three (3) disposal service contracts of similar scope and size
  - Proof that the disposal site is properly permitted by DEQ
  - A list of Notice of Violations for each site for each of the previous three (3) years
  - Remaining permitted and non-permitted disposal capacity (approx. cubic yards, years)
  - Proof of insurance, including any environmental impairment insurance, or proof of financial responsibility in accordance with any local, state or federal regulations, for the disposal site.
- f. The Contractor shall provide the County with a timeline and milestone dates for the following:
1. Meeting with the County's site manager and the current facility operator and staff to review issues of concern and develop a transition plan.
  2. Reviewing all existing transfer procedures and recommending adjustments in writing for consideration by County management as it pertains to the contract(s) awarded.

#### IV. Submittal Instructions

- a. In order to be considered for selection, all Offerors must submit a complete response to the RFP. Ten (10) bound paper copies of each proposal (in a single volume) and one digital copy (pdf format on a memory stick in a single file) must be submitted to the County. The Contractor shall make no other distribution of the proposal.
- b. Addenda will be issued if necessary. It is the sole responsibility of the vendor to be aware of addenda. No addenda will be issued less than three days before the due date. Addenda will be posted on the Madison County web site.
- c. An authorized representative of the Offeror shall sign the proposal. Offerors shall submit all information requested; failure to submit all information requested may result in a requirement for prompt submission of missing information and/or a lower evaluation of the proposal. Proposals which are substantially incomplete or lacking information may be rejected. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- d. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- e. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the section of the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information that it considers pertinent to its qualifications for the work and which respond to the County's needs as articulated in the RFP or and as may be reasonably implied.
- f. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP will belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, on the form provided with this RFP with their proposal response. The County reserves the right to ask for additional clarification prior to establishing protection.
- g. Offerors shall include all documents listed as required in this RFP. A checklist is provided for the Offerors' convenience. Offeror is responsible for obtaining any issued addenda.

## **V. Proposal Format**

- a. Proposals are to be submitted in a simple and economical format, which allows uniform review and easy access to information, by the evaluation committee. Emphasis should be placed on completeness and clarity of content.
- b. Each copy of the proposal is to be bound or contained in a single volume. All documents that pertain to the proposal should be contained in that single volume.
- c. Proposals should be organized in the order in which the requirements are presented in the Request for Proposal (RFP).
- d. A table of contents, which cross-reference the RFP requirements, should be provided. All pages of the proposal should be numbered. All submissions are to be in a narrative form, and address the requirements set forth in this RFP.
- e. Introductory letter of interest containing a statement by the proposer evidencing an understanding of the work to be done as set forth in this RFP", including an acceptance of the terms of this RFP. Statement of Qualifications including any additional information that the Contractor considers pertinent to its qualifications for the project and which respond to the Scope of Services described. "Additional information" includes but is not limited to:
  1. Biographical data on the individuals who will be assigned to the project, including their experience in conducting general reassessments for Virginia localities, by locality, for the last five (5) years
  2. All current certifications, related experience, training, and education of the personnel.

## VI. Evaluation & Award

- a. An Evaluation Committee will evaluate the proposals as provided in the Virginia Public Procurement Act using the following criteria:
  1. Total cost of the services provided as best benefits the County. Note that if an Offeror does not propose to provide all services, factors beyond that Offeror's control such as the cost and services offered by another provider and the services being provided on an in-house basis must be considered by the County.
  2. Qualifications of the firm and key personnel including customer service skills, professional demeanor and ability to acknowledge or respond to questions/concerns.
  3. The capacity of the Offeror to provide the services offered.
  4. Specific approach to providing the services.
  5. References.
- b. The County shall engage in individual negotiation and discussions with one or more Contractors deemed fully qualified, responsible and suitable on the basis of initial responses, and with competence in construction to provide the required services. Repetitive informal interviews are permitted. Contractors shall be encouraged to elaborate on their qualifications, performance data, and staff expertise pertinent to the proposed contract as well as alternative concepts. On the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the County shall select the Contractor whose price, qualifications, and proposed services are deemed most meritorious. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Contractor. Otherwise, negotiations with the Contractor ranked first shall be formally terminated and negotiation conducted with the Contractor ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one Contractor is fully qualified, or that one Contractor is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Contractor. The County reserves the right to award any item or combination of items in the Scope of Services.
- c. The Request for Proposal and all documents contained herein shall become of the part of the contract executed between the Contractor and the County of Madison, VA.

## VII. General Conditions and Instructions to Vendors

(Revised 2/4/19)

These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Madison County Purchasing Agent unless otherwise specified. The Madison County Purchasing Agent is responsible for the purchasing activity of Madison County. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contracts for Madison County, a political subdivision of the Commonwealth of Virginia. Vendor or his Contractor authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the Vendor's Contractor's own risk and except as provided by law, relief cannot be secured on the plea of error. Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Purchasing Agent will bind Contractor to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY:** According to the Purchasing Policy, the Madison County purchasing system shall operate under the direction and supervision of the County Administrator, who shall be the Purchasing Agent for the County. In the discharge of these responsibilities, the Purchasing Agent may delegate the administrative purchasing responsibility to a responsible subordinate. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby. As such, the Purchasing Agent shall have all authority, rights and privileges as the listed procurement contact.
2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Contractor's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

### CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Contractor has questions about the specifications or other solicitation documents, the prospective Contractor should contact the individual whose name appears on the face of the solicitation no later than seven (7) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the procurement contact. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:** Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Contractor to ensure their bid/proposal reaches Procurement by the designated date and hour.
  - a. The official time used in the receipt of bids/ proposals is that time on the clock in the office where the bids are to be submitted.
  - b. Late bids/proposals/modifications will be returned to the Contractor UNOPENED, if solicitation number, acceptance date and Contractor's return address is shown on the container.
  - c. If the Owner closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **IDENTIFICATION OF PROPRIETARY INFORMATION:** Trade secrets or proprietary information submitted in a proposal shall not be subject to disclosure under the Virginia Freedom of Information Act. However, in order for this information to be protected from disclosure, the Contractor must specifically invoke the protections of Sec. 2.2-4342, Code of Virginia, 1950, as amended, or other applicable statute, prior to or upon submission of the trade secrets or proprietary information. The Contractor must clearly identify any part of its proposal considered to be protected as trade secret or as proprietary information, and must state the reasons why protection is necessary.
  - a. Any Contractor shall identify a trade secret or proprietary information by clearly stating "Trade Secret" or "Proprietary Information" adjacent to the particular information, and by clearly identifying the information to be subject to the protection, such as by encircling, highlighting, underlining or other similar means. The Contractor shall state the reasons why protection is necessary on a separate page of the proposal.
  - b. Any Contractor shall not identify as a trade secret or proprietary information those sections of the proposal that are material to Madison County's ultimate award of the contract.
  - c. The County reserves the right to contact a Contractor and to request that the Contractor explain or clarify why the Contractor identified certain information as a trade secret or as proprietary information.
  - d. Any Contractor shall not identify as trade secret or proprietary information their complete proposal.
7. **WITHDRAWAL OF BIDS/PROPOSALS:**

- a. Contractor for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:
    - i. Bids/Proposals may be withdrawn on written request from the Contractor received at the address shown in the solicitation prior to the time of acceptance.
  - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the procurement contact, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.
  - c. No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Bid/Proposal of the same Contractor or of another Contractor in which the ownership of the withdrawing Contractor is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No Contractor who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
8. **ERRORS IN BIDS/PROPOSALS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the Contractor. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Contractor. Bidders/Contractors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
9. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:
- **ADDRESSED TO THE PURCHASING AGENT**
  - **IFB/RFP NUMBER**
  - **TITLE**
  - **BID/PROPOSAL DUE DATE AND TIME**
- If a bid/proposal is not addressed with the information as shown above, the Contractor takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.
10. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
11. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
12. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on Public Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Contractors will be read and made available to the public.
13. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidder's List.
14. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
15. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Contractor.
16. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Contractors certify that they are not currently debarred from submitting bids/proposals on contracts by Madison County, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by Madison County or any agency, public entity/locality or authority of the Commonwealth of Virginia.
17. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Contractors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Contractor, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or

anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

18. **NO CONTACT POLICY:** No Contractor shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the procurement contact, after the date and time established for receipt of bids/proposals. Any contact initiated by a Contractor with any Owner representative, other than the procurement contact, concerning this solicitation is prohibited and may cause the disqualification of the Contractor from this procurement process.

#### **SPECIFICATIONS**

19. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
20. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
21. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. The Contractor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
22. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

#### **AWARD**

23. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Contractor whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many Bidders/Contractors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder. All awards are subject to appropriation by the Madison County Board of Supervisors.
24. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Purchasing Agent will post a notice on the County web site.
25. **QUALIFICATIONS OF BIDDERS OR CONTRACTORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the work/furnish the item(s) and the Contractor shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Contractor's physical facilities prior to award to satisfy questions regarding the Contractor Contractor's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Contractor fails to satisfy the Owner that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
26. **NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, the public body may negotiate with the apparent low bidder to obtain a contract price within available funds.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Madison County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to the Code of Virginia. If no Owner or Commonwealth choice is available, the tie shall be decided by lot.

#### **CONTRACT PROVISIONS**

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Madison County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
29. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Section 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in



compliance with the provisions of this section, the contract may become void.

30. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
31. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Madison County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
32. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.
- Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the department responsible for initiating the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
  - Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
  - The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
33. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
- To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
34. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
35. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchases and administrative costs. This remedy shall be in addition to and other remedies which the Owner may have.
36. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Contractors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and those applicable Sections of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.
37. In every contract over \$10,000 the provisions in A and B below shall apply:
- During the performance of this contract, the Contractor agrees as follows:
    - The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
  - The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
38. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the department address requesting the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number and must have the department head's approval.
39. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  - The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the

place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.

- i. By mutual agreement between the parties in writing; or
  - ii. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
  - iii. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Procurement within thirty (30) days from the date of receipt of the written order from Procurement. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors as applicable.

40. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

41. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

42. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
- b. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to paragraph 32 of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled as of the first day of that subsequent fiscal year.

43. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Contractor, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a Bidder, Contractor or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Contractor or Contractor must

invoke the protections of that section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

- d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

44. **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:** Bidders are advised that all resultant contracts will be extended, with the authorization of the Bidder, to Northern Virginia Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Owner acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid/proposal.

- a. It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the contract.
- b. Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- c. Owner shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

45. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and the right to examine any of said materials during said period.

46. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by Article 3.1-250 of the Code of Virginia (1950), as amended, or Article 1261 of Title 15 of the United States Code, then the Bidder, by submitting his bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the forgoing sections and that by delivering the items or products the Bidder does not violate any of the prohibitions of Article 3.1-252 of the Code of Virginia or Title 15 U.S.C., Article 1263.

47. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the bid for each chemical and/or contract offered. Failure on the part of the Bidder to submit such data sheet may be cause for declaring the bid as non-responsive.

48. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Purchasing Agent. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Purchasing Agent the names, qualifications and experience of their proposed subcontractors. Notwithstanding any approval by the Owner permitting subcontracting the Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

49. **PROTECTION OF PERSON AND PROPERTY:** The Contractor expressly undertakes both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.

- a. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- b. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
- c. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.
- d. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by paragraph 35, of the General Terms and Conditions.

50. **WORK SITE DAMAGES:** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

#### **DELIVERY PROVISION**

51. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

52. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
53. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount of fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
54. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the procurement contact when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the procurement contact, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
55. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
56. **REPLACEMENT:** Materials or components that have been rejected by the procurement contact, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
57. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
  - Name of Article and Stock Number,
  - Quantity Ordered,
  - Quantity Shipped,
  - Quantity Back Ordered,
  - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

#### **BIDDER/CONTRACTOR REMEDIES**

58. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Contractor who desires to protest the award or decision to award a contract, by Owner, shall submit such protest in writing to the Owner (if the award or decision to award was made by Madison County (if the award or decision to award was made by Madison County), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected Contractor is not a responsible Contractor. The written protest shall include the basis for the protest and the relief sought. The Owner shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the Contractor appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit a Contractor to challenge the validity of the terms or conditions of the solicitation.
59. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Owner (if the claim is against Madison County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the Board of Supervisors (if the claim is against Madison County Government) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of Board of Supervisor's (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the Board of Supervisor's (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

## APPENDIX A: Vendor Data Sheet

The following information is required as part of your response to this solicitation.

1. Primary Contact Information:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Years in Business: Indicate the length of time you have been in business providing this type of goods and service: \_\_\_\_\_ Years

3. Have you or any representative within your organization ever been debarred from submitting bids/proposals on contracts by Madison County or an agency, public entity/locality or authority of the Commonwealth of Virginia? \_\_\_\_\_

4. Have you or any representative within your organization ever been debarred from submitting bids/proposals on contracts by an agency, public entity/locality or authority of the Commonwealth of Virginia? \_\_\_\_\_

5. Provide no less than three (3) recent client references. The references shall consist of two (2) or more of the clients your company has performed general reassessment services for the past five (5) years.

A. Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: (    ) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

\$Value: \_\_\_\_\_

B. Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: (    ) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

\$Value: \_\_\_\_\_

C. Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: (    ) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

\$Value: \_\_\_\_\_

## APPENDIX B: Proof of Authority to Transact Business in Virginia

Pursuant to Virginia Code §2.2-4311.2, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror is not required to be so authorized. Any Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator.

If this quote for goods or services is accepted by the County of Madison, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. \_\_\_\_\_ Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ Offeror does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets if you need to explain why such Offeror is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Offeror

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

## APPENDIX C: Non-Collusion Statement

The party making the foregoing proposal/bid hereby certifies that such proposal/bid is genuine and not collusive or sham; that said bidders has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the proposal/bid price or affiant or of any bidder, or to fix any overhead, profit or cost element of said proposal/bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract; and that all statements in said proposal/bid are true.

By signing this proposal/bid the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of Madison County of the Commonwealth of Virginia or the Commonwealth of Virginia. Bidder also certifies by signing this proposal/bid that no conflict of interest exists between Contractor and the Owner that interferes with fair competition and no conflict of interest exists between Contractor and another person or organization that constitutes a conflict of interest with respect to the contract with the Owner. Undersigned bidder hereby certifies that he/she has carefully examined all conditions and specifications of this Request for Proposal and hereby submits this proposal/bid pursuant to such instructions and specifications, without exception.

---

Legal Name of Offeror

---

Authorized Signatory Name

---

Title

---

Signature

---

Date

## APPENDIX D: Contractor Statement

The undersigned declares that the person or persons signing this proposal pursuant to RFP# 190204 is/are fully authorized to sign the proposal on behalf of the firm listed and to bind the firm to all conditions and provisions thereof.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Full, Legal FIRM NAME

\_\_\_\_\_  
PHONE # (INCLUDING AREA CODE)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
CITY, STATE AND ZIP

\_\_\_\_\_  
FEDERAL IDENTIFICATION NUMBER

\_\_\_\_\_  
NAME OF REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

SUBSCRIBED AND SWORN to before me by the above named

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_



## APPENDIX E: Risk Management Insurance Checklist

Items marked “X” are required to be provided if award is made to Offeror.

Required	Coverage Required	Limits of Liability (Denotes minimums)
X	<b>Worker’s Compensation</b> and Employers’ Liability; Admitted in Virginia Employers’ Liability All States Endorsement Voluntary Compensation Endorsement Best’s Guide Rating-A-VIII or better, or its equivalent	Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory
X	<b>Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best’s Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Each Occurrence \$5,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
X	<b>Automobile Liability</b> Owned, Hired, Borrowed & Non-owned Motor Carrier Act End Best’s Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Each Occurrence \$5,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Prof. Errors and Omissions Best’s Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Limit Ea. Occurrence
	Garage Liability	\$1,000,000 CSL Ea. Occurrence
	Garage Keeper’s Legal Liability Best’s Guide Rating-A-VIII or better, or its equivalent	Maximum Value of One Vehicle Maximum Value of All Vehicles Contractor
X	Umbrella Liability Best’s Guide Rating-A-VIII or better, or its equivalent.	\$1,000,000
	Other Insurance:	
X	Pollution liability insurance (to extend to auto coverage for the hauling component)	\$5,000,000 Aggregate \$2,000,000 Each Occurrence
X	<b>“Madison County Board of Supervisors; 302 Thrift Road; Street, P.O. Box 705; Madison, VA 22727” named as an additional insured on Auto and General Liability Policies.</b> (This coverage is primary to all other coverage the County may possess and must be shown on the certificate.)	
X	30 day written cancellation notice required, 15 day cancellation notice required for non-payment to Madison, owner– Ref. Code of Virginia Section 38.2-231. <b>Also, the words “endeavor to” and “failure to mail such notice” clause shall be removed from the cancellation notice.</b>	
X	The Certificate must state Bid/RFP No. and Bid/RFP Title.	
X	Contractor shall submit Certificate of Insurance within five business days from notification of award.	

**We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.**

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
SIGNATURE

## APPENDIX F: Proprietary Information

Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

### NOTICE OF PROPRIETARY INFORMATION

#### Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page Number	Reason(s) for Withholding from Disclosure

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate die specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B- This page contains proprietary information including confidential, commercial or financial information which was provided to the County on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).
- C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the County's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

**RETURN THIS PAGE ONLY IF APPLICABLE**

## APPENDIX G: Exceptions to RFP

Name of Offeror: \_\_\_\_\_

RFP #190204: Request for Solid Waste Management Services Proposals

Please list any deviations the services articulated in the RFP and/or those that are currently provided.

[illegible]**RETURN THIS PAGE ONLY IF APPLICABLE**

**APPENDIX H-1: Pricing Matrix for All Needed Solid Waste Services**  
(Transfer Station Operation, Recycling and Hauling/Disposal)

**SOLID WASTE MANAGEMENT SERVICES PROPOSALS**

\_\_\_\_\_ (offeror name) offers to provide all of the services below for the charges indicated:

**Transfer Station Operation**

Amount County would pay Offeror per month

**Recycling Services**

Amount Offeror would pay County per month

Amount County would pay Offeror per month

**MSW Hauling/Disposal**

	<u>Primary Disposal Facility</u>	<u>Secondary Disposal Facility</u>
Facility name and permit number	<input type="text"/>	<input type="text"/>
Street Address	<input type="text"/>	<input type="text"/>
City, State, Zip	<input type="text"/>	<input type="text"/>
Distance from Shelby Road Transfer Station in Miles	<input type="text"/>	<input type="text"/>
Hauling Rate, per ton	<input type="text"/>	<input type="text"/>
Disposal Rate, per ton	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

Alternative pricing arrangement proposals will be considered provided they are both succinct and clear.

\_\_\_\_\_  
Legal Name of Offeror

\_\_\_\_\_  
Authorized Signatory Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX H-2: Pricing Matrix for Transfer Station Operation Only

### SOLID WASTE MANAGEMENT SERVICES PROPOSALS

\_\_\_\_\_(offeror name) offers to provide all of the services below for the charges indicated:

#### Transfer Station Operation

Amount County would pay Offeror per month

Alternative pricing arrangement proposals will be considered provided they are both succinct and clear.

\_\_\_\_\_  
Legal Name of Offeror

\_\_\_\_\_  
Authorized Signatory Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### APPENDIX H-3: Pricing Matrix for Recycling Services Only

## SOLID WASTE MANAGEMENT SERVICES PROPOSALS

\_\_\_\_\_ (offeror name) offers to provide all of the services below for the charges indicated:

#### Materials Contractor Proposes to Collect and Process

- \_\_\_\_\_ Aluminum and metal cans
- \_\_\_\_\_ #1 and #2 Plastic
- \_\_\_\_\_ Glass Bottles and Jars
- \_\_\_\_\_ Mixed Paper
- \_\_\_\_\_ Cardboard
- \_\_\_\_\_ White Goods/Metal
- \_\_\_\_\_ Other (specified elsewhere in the proposal)

#### Recycling Services

Amount Offeror would pay County per month

Amount County would pay Offeror per month


Alternative proposals for recycling services and alternative pricing arrangement proposals in the proposer's usual and customary format will be considered provided they are both succinct and clear.

\_\_\_\_\_  
Legal Name of Offeror

\_\_\_\_\_  
Authorized Signatory Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX H-4: Pricing Matrix for MSW Hauling and Disposal Only

### SOLID WASTE MANAGEMENT SERVICES PROPOSALS

\_\_\_\_\_(offeror name) offers to provide all of the services below for the charges indicated:

#### MSW Hauling/Disposal

	<u>Primary Disposal Facility</u>	<u>Secondary Disposal Facility</u>
Facility name and permit number		
Street Address		
City, State, Zip		
Distance from Shelby Road Transfer Station in Miles		
Hauling Rate, per ton		
Disposal Rate, per ton		

Alternative pricing arrangement proposals will be considered provided they are both succinct and clear.

\_\_\_\_\_  
Legal Name of Offeror

\_\_\_\_\_  
Authorized Signatory Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX I: Proposal Checklist

RFP#190204: SOLID WASTE MANAGEMENT SERVICES FOR MADISON COUNTY, VIRGINIA

NUMBER OF ADDENDA RECEIVED: \_\_\_\_\_

### ATTACHMENTS

- ☐ Introductory letter of Interest
- ☐ Statement of qualifications per Section III
- ☐ APPENDIX A: Vendor Data Sheet
- ☐ APPENDIX B: Proof of Authority to Transact Business in Virginia
- ☐ APPENDIX C: Non-Collusion Statement
- ☐ APPENDIX D: Contractor Statement
- ☐ APPENDIX E: Risk Management Insurance Checklist
- ☐ APPENDIX F: Proprietary Information
- ☐ APPENDIX G: Exceptions to RFP
- ☐ APPENDIX H: Pricing Matrix
- ☐ Note: *Offerors may propose to provide comprehensive services, individual service, or both*
- ☐ APPENDIX I: Proposal Checklist
- ☐ Ten (10) bound paper copies and one digital copy (pdf format on a memory stick in a single file) delivered to the physical address on the cover page in a sealed package, marked with the information listed in Section VII, Item 9 (General Conditions and Instructions to Vendors (Sec. VII, Item 9 of this RFP).

\_\_\_\_\_  
Offeror

\_\_\_\_\_  
By (printed name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title